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6 Attorneys for Defendant North Coast Cooperative, Inc.
7 (erroneously sued as both North Coast Cooperative, Inc. and
North Coast Coop)

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

KENNETH GUNTHER, individually, and on,
behalf of other members of the general public
similarly situated;) NO.
Plaintiff,)
vs.) NOTICE OF REMOVAL OF ACTION
NORTH COAST COOPERATIVE, INC., a) PURSUANT TO 28 U.S.C. §§ 1331 AND
California corporation, NORTH COAST COOP,) 1441 (Federal Question)
an unknown business entity; and DOES 1)
through 100, inclusive,)
Defendants.)
)

TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA:

PLEASE TAKE NOTICE that defendant North Coast Cooperative, Inc. erroneously sued as both North Coast Cooperative, Inc. and “North Coast Coop, an unknown business entity” (“North Coast Co-Op” or “Defendant”) hereby removes the matter of *Kenneth Gunther v. North Coast Cooperative, Inc.* pending in the Superior Court of the State of California, in and for the

1 County of Humboldt, Case No. CV2000307, to the United States District Court for the Northern
 2 District of California, pursuant to 28 U.S.C. §§ 1331, 1441 and 1446.

3 Removal is proper because federal question jurisdiction exists under section 301 of the
 4 Labor Management Relations Act of 1947 (“LMRA”), 29 U.S.C. § 152(2), 28 U.S.C. §§ 1331,
 5 1441(b) and 1446, as discussed below:

6

I. Background

7

8 1. On February 25, 2020, Plaintiff Kenneth Gunther (“Plaintiff”) individually and on
 9 behalf of all persons similarly situated, filed a Complaint in the Superior Court of California,
 10 County of Humboldt, Case No. CV2000307 (the “Complaint”).

11

12 2. In the Complaint, Plaintiff asserts the following causes of action: (1) unpaid
 13 overtime violations; (2) unpaid meal period premiums; (3) unpaid rest period premiums; (4)
 14 unpaid minimum wages; (5) final wages not timely paid; (6) wages not timely paid during
 15 employment; (7) non-compliant wage statements; (8) failure to keep requisite payroll records; (9)
 16 unreimbursed business expenses; and (10) violation of California Business & Professions Code
 17 section 17200 et seq.

18

19 3. The Complaint did not expressly enumerate any claim under federal law and
 20 omits that the terms and conditions of Plaintiff’s employment were subject to a Collective
 21 Bargaining Agreement (“CBA”). True and correct copies of the Summons and Complaint in this
 22 case are filed concurrently herewith as Exhibit A (footnote1).

23

24 4. Venue is proper in this Court pursuant to 28 U.S.C. §§ 84(a) and 1391.

25

26 1 Defendant requests that the Court take judicial notice of the exhibits attached to this Notice of Removal, all of
 which are pleadings filed in state court in this matter.

1 **II. Timeliness of Removal**

2 5. North Coast Co-Op was served with the Complaint on March 9, 2020. This
 3 Notice of Removal is timely filed in that it has been filed within thirty (30) days after receipt of
 4 the Summons and Complaint filed by Defendant, as required by 29 U.S.C. § 1446(b).

5 **III. Federal Question Jurisdiction Based on LMRA Section 301 Preemption**

6 6. This Court has original jurisdiction under 28 U.S.C. § 1331, and this case may be
 7 removed pursuant to the provisions of 28 U.S.C. § 1441(b), in that it is a civil action that presents
 8 a federal question.

9 7. Federal question jurisdiction arises out of the fact that Plaintiff's claims require
 10 interpretation of a CBA and thus are completely preempted by federal law under the LMRA. 29
 11 U.S.C. § 185. Section 301 of the LMRA provides: "Suits for violation of contracts between an
 12 employer and a labor organization representing employees in an industry affecting commerce ...
 13 may be brought in a district court for the United States having jurisdiction of the parties without
 14 regarding to the amount in controversy or without regarding to the citizenship of the parties."

15 *Firestone v. Southern Cal. Gas. Co.*, 219 F. 3d 1063, 1065 (9th Cir. 2000). To ensure uniform
 16 interpretations of CBAs, federal common law preempts the use of state contract law in collective
 17 bargaining agreement interpretation and enforcement. See *Lingle v. Norge Div. of Magic Chef,*
 18 *Inc.*, 486 U.S. 399, 411 (1988).

19 8. The state law claims raised by a union represented employee that require
 20 interpretation of a collective bargaining agreement must be brought pursuant to

21 9. 10. section 301 of the LMRA. *Allis-Chalmers Corp. v. Lueck*, 571 U.S. 202, 211
 22 (1985). "The preemptive force of section 301 is so powerful that it displaces entirely any state

1 cause of action for violation of a collective bargaining agreement ... any state claim whose
 2 outcome depends on analysis of the terms of the agreement." *Newberry v. Pac. Racing Ass'n*,
 3 854 F. 2d 1142, 1146 (9th Cir. 1988); see *Voorhees v. Naper Aero Club, Inc.*, 272 F 3d 398, 403
 4 (7th Cir. 2001) (section 301 of the LMRA is one of "only two areas in which the Supreme Court
 5 has found that Congress intended completely to replace state law with federal law for purposes of
 6 federal jurisdiction").

8 11. Section 301 of the LMRA specifically has been held to preempt California state
 9 law claims that are substantially dependent upon interpretation of a CBA. *Firestone*, 219 F. 3d at
 10 1066-1067. This is so even where interpretation was required to evaluate the employer's defense
 11 to a plaintiff's state law causes of action. See *Levy v. Skywalker Sound*, 108 Cal. App. 4th 753,
 12 769 (2003) (claim for unpaid wages preempted because it rested entirely on a claim that Plaintiff
 13 was entitled to wages at the level set by the CBA).

15 **A. Plaintiff's Employment Was Governed by a CBA**

16 12. Plaintiff was an employee of North Coast Co-Op and worked for the Company
 17 from October 16, 2017 until August 30, 2019. Declaration of Teisha Farrer ("Farrer Decl") at
 18 ¶ 3. The terms and conditions of Plaintiff's employment are subject to a collective bargaining
 19 agreement between North Coast Cooperative, Inc. and the United Food and Commercial
 20 Workers, Local 5 (the "Union"). *Id.* at ¶ 4. A true and correct copy of the written CBA is
 21 attached as Exhibit 1 to the Farrer Declaration and a true and correct copy of a settlement
 22 agreement between the Union and North Coast Co-Op regarding Plaintiff is attached as Exhibit 2
 23 to the Farrer Declaration.
 24
 25
 26

1 13. The Union is a labor organization within the meaning of section 2(5) of the
 2 National Labor Relations Act and section 301 of the LMRA, 29 U.S.C. §§ 152(5) and 185(a).

3 14. North Coast Co-Op is an employer within the meaning of the LMRA, 29 U.S.C. §
 4 152(2).

5 15. Under the CBA, the Union is the sole bargaining agent for covered employees for
 6 the purposes of collective bargaining to establish rates of pay, hours of work, and other
 7 conditions of employment. Farrer Decl at Exhibit 1 at section 1.1.

9 **B. Plaintiff's Claims Are Preempted by the LMRA Because They Require
 10 Substantial Interpretation of a CBA**

11 16. The Complaint omits the fact that Plaintiff was a member of the Union and
 12 employed by E-3 through a CBA. However, a plaintiff may not be permitted to "artfully plead"
 13 his complaint to conceal the true nature of the complaint. *Young v. Anthony's Fish Grottos, Inc.*,
 14 830 F 2d 993, 997 (9th Cir. 1987) (plaintiff's state law claim was preempted even though
 15 operative complaint made no mention of a collective bargaining agreement); *Schroeder v. Trans
 16 World Airlines, Inc.*, 702 F. 2d 189, 191 (9th Cir. 1983), overruled in part on other grounds in
 17 *Moore-Thomas v. Alaska Airlines, Inc.*, 553 F. 3d 1241 (9th Cir. 2009). The fact that Plaintiff has
 18 not made specific references to section 301 of the LMRA in the Complaint does not preclude
 19 removal. See *Milne Employees Ass'n v. Sun Carriers, Inc.*, 960 F. 2d 1401, 1406 (9th Cir. 1991).
 20 The Court may properly look beyond the face of the Complaint to determine whether the claims
 21 asserted are in fact preempted by section 301 of the LMRA. See *Lippitt v. Raymond James
 22 Financial Services, Inc.*, 340 F. 3d 1033, 1041 (9th Cir. 2003). Additionally, the Court may
 23 properly look to the facts stated in the Notice of Removal to clarify the action a plaintiff presents
 24
 25
 26

1 and to determine if it encompasses an action within federal jurisdiction. *Schroeder*, 702 F. 2d at
 2 1919.

3 17. An artfully pleaded state law claim is properly “characterized” as a federal claim
 4 under the “complete preemption” doctrine, which provides that the preemptive force of section
 5 301 of the LMRA converts an ordinary state-law complaint into one stating a federal claim for
 6 purposes of the well-pleaded complaint rule and is removable to federal court. *Caterpillar, Inc.*
 7 *v. Williams*, 482 U.S. 386, 393 (1987); *Franchise Tax Bd. V. Construction Laborers Vacation*
 8 *Trust*, 463 U.S. 1, 23 (1983) (“if a federal cause of action completely preempts a state cause of
 9 action, any complaint that comes within the scope of the federal cause of action necessarily
 10 arises’ under federal law”).

12 18. The claims asserted in the Complaint are founded directly on rights created by the
 13 CBA or are substantially dependent on an analysis and interpretation of the CBA. See *Hayden v.*
 14 *Reickerd*, 957 F. 2d 1506, 1509 (9th Cir. 1991); see also *Caterpillar, Inc.*, 482 U.S. at 394. To
 15 analyze Plaintiff’s claims, the Court will necessarily need to interpret the provisions of the
 16 relevant CBA.

18 19. The Court cannot simply look to state law to resolve Plaintiff’s artfully pleaded
 19 claims for breach of a CBA. Plaintiff claims cannot be adjudicated without interpretation of
 20 numerous CBA provisions that govern his employment. Plaintiff asserts the following claims:
 21 (1) unpaid overtime violations; (2) unpaid meal period premiums; (3) unpaid rest period
 22 premiums; (4) unpaid minimum wages; (5) final wages not timely paid; (6) wages not timely
 23 paid during employment; (7) non-compliant wage statements; (8) failure to keep requisite payroll
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1 records; (9) unreimbursed business expenses; and (10) violation of California Business &
 2 Professions Code section 17200 et seq.

3 20. The CBA contains specific language governing time worked, wages, overtime,
 4 and meal and rest periods. The CBA also provides for a grievance process and requires binding
 5 arbitration to resolve any disputes arising under the CBA. Resolution of Plaintiff's claims will
 6 require the Court to interpret, at a minimum, all of these provisions.
 7

8 21. For instance, Plaintiff's state law claims on Defendant's alleged failure to pay
 9 overtime wages under California Labor Code section 510 is preempted by section 301 of the
 10 LMRA because the claim requires the Court to analyze and interpret the CBA's overtime
 11 provisions. Cal. Lab. Code § 510 ("Any work in excess of 8 hours in one workday ... shall be
 12 compensated at the rate of no less than one and one-half times the regular rate of pay for an
 13 employee"); but see Cal. Lab. Code § 514 ("Sections 510 and 511 do not apply to an employee
 14 covered by a valid collective bargaining agreement if the agreement expressly provides for
 15 wages, hours of work, and working conditions of the employees, and if the agreement provides
 16 premium wages for all overtime hours worked and a regular hourly rate of pay for those
 17 employees of not less than 30% more than the state minimum wage"). See also *Vranish v. Exxon*
 18 *Mobil Corp.*, 223 Cal. App. 4th 103, 110 (2014) (finding that the CBA at issue fell squarely
 19 within Labor Code section 514 and nothing in section 514 required the employer to look to the
 20 definition of overtime in section 510).
 21
 22

23 22. Plaintiff's state law claims based on Defendant's alleged failure to provide meal
 24 periods under Labor Code 226.7 and 512, and rest periods under Labor Code section 226.7 are
 25 preempted by section 301 of the LMRA. Whether Defendant provided Plaintiff and the
 26

1 purported class meal or rest periods requires the Court to analyze and interpret the CBA and the
 2 past practices between Defendant and the Union. The parties' past practices are deemed to part
 3 of the CBA. *Consolidated Rail Corp. v. Ry. Labor Execs. Ass'n*, 491 U.S. 299, 307 (1989)
 4 (collective bargaining agreements may include implied, as well as express, terms ... "it is well
 5 established that the parties' practice, usage and custom is of significance in interpreting their
 6 agreement"). Specifically, the Court must interpret the parties' practices regarding the extent to
 7 which they agree that Plaintiff may take meal periods and rest breaks in accordance with its
 8 terms.

10 23. Applying the CBA in conjunction with Labor Code section 514, the grievance and
 11 arbitration procedure set forth in the CBA covers "any violations of the provisions of this
 12 Agreement." Farrer Decl at Exhibit 1, Article 12. The promotion of extra-judicial dispute
 13 resolution is another purpose of preemption under section 301 of the LMRA. State court
 14 lawsuits are properly removed on preemption grounds may then be deferred to arbitration, if the
 15 parties to the CBA have so agreed. Here, the parties have so agreed, and the claims are therefore
 16 subject to arbitration. Therefore, an alleged violation of the CBA is subject to the grievance and
 17 arbitration procedures set forth therein. As all of Plaintiff's claims are, in essence, alleged
 18 violations of the relevant CBA, the court will necessarily have to interpret the grievance and
 19 arbitration provisions to analyze Plaintiff's claims in this case. That is, the court will be required
 20 to determine whether Plaintiff was first required to exhaust the grievance procedures, whether he
 21 did in fact exhaust those procedures, and whether he agreed to arbitrate all or some of his claims,
 22 which are all questions reserved for federal courts under the LMRA.
 23
 24
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1 24. Plaintiff's claims are substantially dependent upon the interpretation of the
 2 foregoing CBA terms and provisions. In fact, those terms and provisions govern nearly all of the
 3 conduct which forms the basis for the Complaint, and thus are essential to the resolution of
 4 Plaintiff's claims. Accordingly, each of Plaintiff's claims arises under section 301 of the LMRA
 5 and is preempted by federal law. Removal to federal court is warranted.
 6

7 **IV. Supplemental Jurisdiction**

8 25. The Court has supplemental jurisdiction over any of Plaintiff's remaining state
 9 law claims to the extent they are not completely preempted by section 301 of the LMRA or are
 10 not so inextricably intertwined with or dependent on an interpretation of the CBA because they
 11 relate to and emanate from the same employment relationship between Plaintiff and Defendant
 12 that is the subject of the federal question claims. All the pleaded claims emanate from and form
 13 part of the same "case or controversy," such that they should be tried in one action. See
 14 *Nishimoto v. Federman-Backrach & Assoc.*, 903 F 2d 709, 714 (9th Cir. 1990). Considerations of
 15 convenience, judicial economy, and fairness to the litigants strongly favor this Court exercising
 16 jurisdiction over all claims in the Complaint. See *Executive Software v. U.S. Dist. Court*, 24 F
 17 3d 1545, 1557 (9th Cir. 1994). Accordingly, by virtue of 28 U.S.C. § 1441, Defendant is entitled
 18 to remove all of Plaintiff's claims to this Court.
 19

20 26. Contemporaneously with the filing of this Notice of Removal in the United States
 21 District Court for the Northern District of California, written notice of such filing will be served
 22 on Plaintiff's counsel of record, Edwin Aiawazian of Lawyers for Justice, PC, 410 West Arden
 23 Avenue, Suite 203, Glendale, California 91203. In addition, a copy of this Notice of Removal
 24
 25
 26

1 will be filed with the Clerk of the Court for the Superior Court of California in and for the
2 County of Humboldt.

3 27. In compliance with 28 U.S.C. § 1446(a), true and correct copies of all “process,
4 pleadings, and orders” from the state court action served on Defendant or filed by Defendant are
5 attached hereto as Exhibit A.
6

7 WHEREFORE, having provided notice as is required by law, the above-entitled action
8 should be removed from the Superior Court of California in and for the County of Humboldt.
9

10 Dated: April 6, 2020

CARR, KENNEDY, PETERSON & FROST

11 By

12 BENJAMIN KENNEDY
13 Attorneys for Defendant
14 North Coast Cooperative, Inc.
15 (erroneously sued as both North Coast
Cooperative, Inc. and North Coast Coop)

26

EXHIBIT A

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

NORTH COAST COOPERATIVE, INC., a California corporation;
"Additional Parties Attachment form is attached."

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

KENNETH GUNTHER, individually, and on behalf of other members
of the general public similarly situated;

SUM-100
FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
FEB 25 2020

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT**

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/seahelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/seahelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.
Tiene 30 DIAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en este caso y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios en la corte y más información en el Centro de Ayuda de las Cortes de California (www.sudorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quedó más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fina de lucro. Puede encontrar estos grupos en línea en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de los Códigos de California, (www.sudorta.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los cuotas exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una cancelación de arbitraje en un caso de derecho civil. Tienes que pagar el gravamen de la corte antes de que la corte pueda desear el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

Superior Court of the State of California, County of Humboldt
421 1 Street, Eureka, CA 95501

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Edwin Aiwanian, 410 Arden Ave., Ste. 203, Glendale, CA 91203; Telephone No. (818) 265-1020

DATE: **2/25/20**
(Fecha)

Clerk, by
(Secretario)

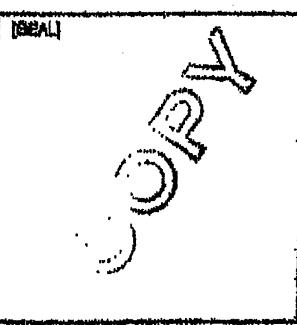
CV2000307

Deputy
(Adjunto)
KIM M. BARTLESON

(For proof of service of this summons, use Proof of Service of Summons (Form POS-070).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-070).)

NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify):
under: CCP 416.10 (corporation)
 CCP 416.20 (defunct corporation)
 CCP 416.40 (association or partnership)
 other (specify): CCP 416.60 (minor)
 CCP 416.70 (conservatee)
 CCP 416.80 (authorized person)
4. by personal delivery on (date):



SHORT TITLE: Gunther vs. North Coast Cooperative, Inc., et al.	SUM-200(A) CASE NUMBER: CV2000307
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INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff Defendant Cross-Complainant Cross-Defendant

NORTH COAST COOP, an unknown business entity; and DOES 1 through 100, inclusive.

Page 1 of 1

Page 1 of 1

FAX
FILING

1 Edwin Alwazian (SEN 232943)
2 LAWYERS for JUSTICE, PC
3 410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

4 | Attorneys for Plaintiff

FILED

FEB 25 2020

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF HUMBOLDT**

10 KENNETH GUNTHER, individually, and on
11 behalf of other members of the general public
similarly situated;

Case No.: **CV2000307**

**CLASS ACTION COMPLAINT FOR
DAMAGES**

Plaintiff.

vi

NORTH COAST COOPERATIVE, INC., a California corporation; NORTH COAST COOP, an unknown business entity; and DOES 1 through 100, inclusive.

Defendants.

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
 - (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
 - (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
 - (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
 - (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
 - (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
 - (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
 - (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
 - (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
 - (10) Violation of California Business & Professions Code §§ 17200, et seq.

DEMAND FOR JURY TRIAL.

COMES NOW, Plaintiff KENNETH GUNTHER ("Plaintiff"), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

7 2. This Court has jurisdiction over this action pursuant to the California
8 Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all
9 other causes" except those given by statute to other courts. The statutes under which this
10 action is brought do not specify any other basis for jurisdiction.

11 3. This Court has jurisdiction over Defendant because, upon information and
12 belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or
13 otherwise intentionally avails itself of the California market so as to render the exercise of
14 jurisdiction over it by California courts consistent with traditional notions of fair play and
15 substantial justice.

16 4. Venue is proper in this Court because, upon information and belief, Defendant
17 maintains offices, has agents, employs individuals, and/or transacts business in the State of
18 California, County of Humboldt. The majority of acts and omissions alleged herein relating to
19 Plaintiff and the other class members took place in the State of California, including the County
20 of Humboldt. At all relevant times, Defendant maintained its headquarters/“nerve center” within
21 the State of California, County of Humboldt.

PARTIES

23 5. Plaintiff KENNETH GUNTHER is an individual residing in the State of
24 California, County of Humboldt.

25 6. Defendant NORTH COAST COOPERATIVE, INC., at all times herein
26 mentioned, was and is, upon information and belief, a California corporation and, at all times
27 herein mentioned, an employer whose employees are engaged throughout the State of
28 California, including the County of Humboldt.

1 7. Defendant NORTH COAST COOP at all times herein mentioned, was and is,
2 upon information and belief, an employer whose employees are engaged throughout the State
3 of California, including the County of Humboldt.

4 8. At all relevant times, Defendant NORTH COAST COOPERATIVE, INC. and
5 NORTH COAST COOP were the "employer" of Plaintiff within the meaning of all applicable
6 California laws and statutes.

7 9. At all times herein relevant, Defendants NORTH COAST COOPERATIVE,
8 INC., NORTH COAST COOP, and DOES 1 through 100, and each of them, were the agents,
9 partners, joint venturers, joint employers, representatives, servants, employees, successors-in-
10 interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were
11 acting within the course and scope of their authority as such agents, partners, joint venturers,
12 joint employers, representatives, servants, employees, successors, co-conspirators and/or
13 assigns, and all acts or omissions alleged herein were duly committed with the ratification,
14 knowledge, permission, encouragement, authorization and/or consent of each defendant
15 designated as a DOE herein.

16 10. The true names and capacities, whether corporate, associate, individual or
17 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sue
18 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that
19 information and belief alleges, that each of the defendants designated as a DOE is legally
20 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
21 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.
22 Plaintiff will seek leave of court to amend this Complaint to show the true names and
23 capacities when the same have been ascertained.

24 11. Defendants NORTH COAST COOPERATIVE, INC., NORTH COAST COOP,
25 and DOES 1 through 100 will hereinafter collectively be referred to as "Defendants."

26 12. Plaintiff further alleges that Defendants directly or indirectly controlled or
27 affected the working conditions, wages, working hours, and conditions of employment of
28 ///

1 Plaintiff and the other class members so as to make each of said Defendants employers liable
2 under the statutory provisions set forth herein.

3 **CLASS ACTION ALLEGATIONS**

4 13. Plaintiff bring this action on his own behalf and on behalf of all other members
5 of the general public similarly situated, and, thus, seeks class certification under California
6 Code of Civil Procedure section 382.

7 14. The proposed class is defined as follows:

8 **CLASS.** All current and former hourly-paid or non-exempt employees who
9 worked for any of the Defendants within the State of California at any time
10 during the period from four years preceding the filing of this Complaint to final
11 judgment and who reside in California.

12 **SUBCLASS A.** All current and former hourly-paid or non-exempt employees
13 who worked for any of the Defendants within the State of California at any time
14 during the period from four years preceding the filing of this Complaint to final
15 judgment who earned shift differential pay/non-discretionary bonuses/non-
16 discretionary performance pay which was not used to calculate the regular rate
17 of pay used to calculate the overtime rate for the payment of overtime wages
18 and who reside in California.

19 15. Plaintiff reserves the right to establish additional subclasses as appropriate.

20 16. The class is ascertainable and there is a well-defined community of interest in
21 the litigation:

22 a. **Numerosity:** The class members are so numerous that joinder of all class
23 members is impracticable. The membership of the entire class is
24 unknown to Plaintiff at this time; however, the class is estimated to be
25 greater than fifty (50) individuals and the identity of such membership is
26 readily ascertainable by inspection of Defendants' employment records.

27 b. **Typicality:** Plaintiff's claims are typical of all other class members' as
28 demonstrated herein. Plaintiff will fairly and adequately protect the

1 interests of the other class members with whom he has a well-defined
2 community of interest.

- 3 c. Adequacy: Plaintiff will fairly and adequately protect the interests of
4 each class member, with whom he has a well-defined community of
5 interest and typicality of claims, as demonstrated herein. Plaintiff has no
6 interest that is antagonistic to the other class members. Plaintiff's
7 attorneys, the proposed class counsel, are versed in the rules governing
8 class action discovery, certification, and settlement. Plaintiff has
9 incurred, and during the pendency of this action will continue to incur,
10 costs and attorneys' fees, that have been, are, and will be necessarily
11 expended for the prosecution of this action for the substantial benefit of
12 each class member.
- 13 d. Superiority: A class action is superior to other available methods for the
14 fair and efficient adjudication of this litigation because individual joinder
15 of all class members is impractical.
- 16 e. Public Policy Considerations: Certification of this lawsuit as a class
17 action will advance public policy objectives. Employers of this great
18 state violate employment and labor laws every day. Current employees
19 are often afraid to assert their rights out of fear of direct or indirect
20 retaliation. However, class actions provide the class members who are
21 not named in the complaint anonymity that allows for the vindication of
22 their rights.

23 17. There are common questions of law and fact as to the class members that
24 predominate over questions affecting only individual members. The following common
25 questions of law or fact, among others, exist as to the members of the class:

- 26 a. Whether Defendants' failure to pay wages, without abatement or
27 reduction, in accordance with the California Labor Code, was willful;

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- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
 - c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
 - d. Whether Defendants failed to use the shift differential pay/ non-discretionary bonuses/non-discretionary performance pay to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages where Plaintiff and the other class members earned shift differential pay/non-discretionary bonuses/non-discretionary performance pay and overtime wages in the same workweek;
 - e. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;
 - f. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
 - g. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
 - h. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
 - i. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;

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- 1 j. Whether Defendants kept complete and accurate payroll records as
- 2 required by the California Labor Code, including, *inter alia*, section
- 3 1174(d);
- 4 k. Whether Defendants failed to reimburse Plaintiff and the other class
- 5 members for necessary business-related expenses and costs;
- 6 l. Whether Defendants' conduct was willful or reckless;
- 7 m. Whether Defendants engaged in unfair business practices in violation of
- 8 California Business & Professions Code section 17200, et seq.;
- 9 n. The appropriate amount of damages, restitution, and/or monetary
- 10 penalties resulting from Defendants' violation of California law; and
- 11 o. Whether Plaintiff and the other class members are entitled to
- 12 compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

14 18. At all relevant times set forth herein, Defendants employed Plaintiff and other
15 persons as hourly-paid or non-exempt employees within the State of California, including the
16 County of Humboldt.

17 19. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-
18 exempt employee, from approximately October 2017 to approximately August 2019, in the
19 State of California, County of Humboldt.

20 20. Defendants hired Plaintiff and the other class members, classified them as
21 hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and
22 missed meal periods and/or rest breaks.

23 21. Defendants had the authority to hire and terminate Plaintiff and the other class
24 members, to set work rules and conditions governing Plaintiff's and the other class members'
25 employment, and to supervise their daily employment activities.

26 22. Defendants exercised sufficient authority over the terms and conditions of
27 Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff
28 and the other class members.

1 23. Defendants directly hired and paid wages and benefits to Plaintiff and the other
2 class members.

3 24. Defendants continue to employ hourly-paid or non-exempt employees within the
4 State of California.

5 25. Plaintiff and the other class members worked over eight (8) hours in a day,
6 and/or forty (40) hours in a week during their employment with Defendants.

7 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
9 employees within the State of California. This pattern and practice involved, *inter alia*, failing
10 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest
11 breaks in violation of California law.

12 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 knew or should have known that Plaintiff and the other class members were entitled to receive
14 certain wages for overtime compensation and that they were not receiving accurate overtime
15 compensation for all overtime hours worked.

16 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 failed to use the shift differential pay/non-discretionary bonuses/non-discretionary performance
18 pay to calculate the regular rate of pay used to calculate the overtime rate for the payment of
19 overtime wages where Plaintiff and the other class members earned shift differential pay/ non-
20 discretionary bonuses/non-discretionary performance pay and overtime wages in the same
21 workweek.

22 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 failed to provide Plaintiff and the other class members all required rest and meal periods during
24 the relevant time period as required under the Industrial Welfare Commission Wage Orders
25 and thus they are entitled to any and all applicable penalties.

26 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 knew or should have known that Plaintiff and the other class members were entitled to receive
28 all meal periods or payment of one additional hour of pay at Plaintiff's and the other class

1 member's regular rate of pay when a meal period was missed, and they did not receive all meal
2 periods or payment of one additional hour of pay at Plaintiff's and the other class member's
3 regular rate of pay when a meal period was missed.

4 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 knew or should have known that Plaintiff and the other class members were entitled to receive
6 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class
7 member's regular rate of pay when a rest period was missed, and they did not receive all rest
8 periods or payment of one additional hour of pay at Plaintiff's and the other class members'
9 regular rate of pay when a rest period was missed.

10 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 knew or should have known that Plaintiff and the other class members were entitled to receive
12 at least minimum wages for compensation and that they were not receiving at least minimum
13 wages for all hours worked.

14 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knew or should have known that Plaintiff and the other class members were entitled to receive
16 all wages owed to them upon discharge or resignation, including overtime and minimum wages
17 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to
18 them at the time of their discharge or resignation.

19 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 knew or should have known that Plaintiff and the other class members were entitled to receive
21 all wages owed to them during their employment. Plaintiff and the other class members did
22 not receive payment of all wages, including overtime and minimum wages and meal and rest
23 period premiums, within any time permissible under California Labor Code section 204.

24 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 knew or should have known that Plaintiff and the other class members were entitled to receive
26 complete and accurate wage statements in accordance with California law, but, in fact, they did
27 not receive complete and accurate wage statements from Defendants. The deficiencies
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1 included, *inter alia*, the failure to include the total number of hours worked by Plaintiff and the
2 other class members.

3 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 knew or should have known that Defendants had to keep complete and accurate payroll records
5 for Plaintiff and the other class members in accordance with California law, but, in fact, did
6 not keep complete and accurate payroll records.

7 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiff and the other class members were entitled to
9 reimbursement for necessary business-related expenses.

10 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 knew or should have known that they had a duty to compensate Plaintiff and the other class
12 members pursuant to California law, and that Defendants had the financial ability to pay such
13 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
14 represented to Plaintiff and the other class members that they were properly denied wages, all
15 in order to increase Defendants' profits.

16 39. During the relevant time period, Defendants failed to pay overtime wages to
17 Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other
18 class members were required to work more than eight (8) hours per day and/or forty (40) hours
19 per week without overtime compensation for all overtime hours worked.

20 40. During the relevant time period, Defendants failed to use the shift differential pay/
21 non-discretionary bonuses/non-discretionary performance pay to calculate the regular rate of pay
22 used to calculate the overtime rate for the payment of overtime wages where Plaintiff and the
23 other class members earned shift differential pay/non-discretionary bonuses/non-discretionary
24 performance pay and overtime wages in the same workweek.

25 41. During the relevant time period, Defendants failed to provide all requisite
26 uninterrupted meal and rest periods to Plaintiff and the other class members.

27 42. During the relevant time period, Defendants failed to pay Plaintiff and the other
28 class members at least minimum wages for all hours worked.

43. During the relevant time period, Defendants failed to pay Plaintiff and the other class members all wages owed to them upon discharge or resignation.

44. During the relevant time period, Defendants failed to pay Plaintiff and the other class members all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

45. During the relevant time period, Defendants failed to provide complete or accurate wage statements to Plaintiff and the other class members.

46. During the relevant time period, Defendants failed to keep complete or accurate payroll records for Plaintiff and the other class members.

47. During the relevant time period, Defendants failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

48. During the relevant time period, Defendants failed to properly compensate Plaintiff and the other class members pursuant to California law in order to increase Defendants' profits.

49. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against NORTH COAST COOPERATIVE, INC., NORTH COAST COOP, and DOES 1 through 100)

50. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 49, and each and every part thereof with the same force and effect as though fully set forth herein,

51. California Labor Code section 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular

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1 rate of pay, depending on the number of hours worked by the person on a daily or weekly
2 basis.

3 52. Specifically, the applicable IWC Wage Order provides that Defendants are and
4 were required to pay Plaintiff and the other class members employed by Defendants, and
5 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
6 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more
7 than forty (40) hours in a workweek.

8 53. The applicable IWC Wage Order further provides that Defendants are and were
9 required to pay Plaintiff and the other class members overtime compensation at a rate of two
10 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

11 54. California Labor Code section 510 codifies the right to overtime compensation
12 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
13 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
14 of work, and to overtime compensation at twice the regular hourly rate for hours worked in
15 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
16 of work.

17 55. During the relevant time period, Plaintiff and the other class members worked in
18 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

19 56. During the relevant time period, Defendants intentionally and willfully failed to
20 pay overtime wages owed to Plaintiff and the other class members.

21 57. Defendants' failure to pay Plaintiff and the other class members the unpaid
22 balance of overtime compensation, as required by California laws, violates the provisions of
23 California Labor Code sections 510 and 1198, and is therefore unlawful.

24 58. Pursuant to California Labor Code section 1194, Plaintiff and the other class
25 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
26 attorneys' fees.

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SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against NORTH COAST COOPERATIVE, INC., NORTH COAST COOP, and DOES 1 through 100)

59. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 58, and each and every part thereof with the same force and effect as though fully set forth herein.

60. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other class members' employment by Defendants.

61. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

62. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

63. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

64. During the relevant time period, Plaintiff and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive

1 their legally-mandated meal periods by mutual consent, were required to work for periods
2 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
3 minutes and/or rest period.

4 65. During the relevant time period, Plaintiff and the other class members who were
5 scheduled to work for a period of time in excess of six (6) hours were required to work for
6 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
7 (30) minutes and/or rest period.

8 66. During the relevant time period, Defendants intentionally and willfully required
9 Plaintiff and the other class members to work during meal periods and failed to compensate
10 Plaintiff and the other class members the full meal period premium for work performed during
11 meal periods.

12 67. During the relevant time period, Defendants failed to pay Plaintiff and the other
13 class members the full meal period premium due pursuant to California Labor Code section
14 226.7.

15 68. Defendants' conduct violates applicable IWC Wage Order and California Labor
16 Code sections 226.7 and 512(a).

17 69. Pursuant to applicable IWC Wage Order and California Labor Code section
18 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
19 additional hour of pay at the employee's regular rate of compensation for each work day that
20 the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

23 (Against NORTH COAST COOPERATIVE, INC., NORTH COAST COOP, and DOES 1
24 through 100)

25 70. Plaintiff incorporates by reference the allegations contained in paragraphs 1
26 through 69, and each and every part thereof with the same force and effect as though fully set
27 forth herein.

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1 71. At all times herein set forth, the applicable IWC Wage Order and California
2 Labor Code section 226.7 were applicable to Plaintiff's and the other class members'
3 employment by Defendants.

4 72. At all relevant times, California Labor Code section 226.7 provides that no
5 employer shall require an employee to work during any rest period mandated by an applicable
6 order of the California IWC.

7 73. At all relevant times, the applicable IWC Wage Order provides that "[e]very
8 employer shall authorize and permit all employees to take rest periods, which insofar as
9 practicable shall be in the middle of each work period" and that the "rest period time shall be
10 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
11 hours or major fraction thereof" unless the total daily work time is less than three and one-half
12 (3 ½) hours.

13 74. During the relevant time period, Defendants required Plaintiff and other class
14 members to work four (4) or more hours without authorizing or permitting a ten (10) minute
15 rest period per each four (4) hour period worked.

16 75. During the relevant time period, Defendants willfully required Plaintiff and the
17 other class members to work during rest periods and failed to pay Plaintiff and the other class
18 members the full rest period premium for work performed during rest periods.

19 76. During the relevant time period, Defendants failed to pay Plaintiff and the other
20 class members the full rest period premium due pursuant to California Labor Code section
21 226.7.

22 77. Defendants' conduct violates applicable IWC Wage Orders and California
23 Labor Code section 226.7.

24 78. Pursuant to the applicable IWC Wage Orders and California Labor Code section
25 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
26 additional hour of pay at the employees' regular hourly rate of compensation for each work
27 day that the rest period was not provided.

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FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against NORTH COAST COOPERATIVE, INC., NORTH COAST COOP, and DOES 1
through 100)

79. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 78, and each and every part thereof with the same force and effect as though fully set forth herein.

80. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

81. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

82. Defendants' failure to pay Plaintiff and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

83. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

84. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against NORTH COAST COOPERATIVE, INC., NORTH COAST COOP, and DOES 1 through 100)

85. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 84, and each and every part thereof with the same force and effect as though fully set forth herein.

86. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

87. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

18 88. Defendants' failure to pay Plaintiff and the other class members who are no
19 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
20 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
21 201 and 202.

22 89. California Labor Code section 203 provides that if an employer willfully fails to
23 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
24 shall continue as a penalty from the due date thereof at the same rate until paid or until an
25 action is commenced; but the wages shall not continue for more than thirty (30) days.

26 90. Plaintiff and the other class members are entitled to recover from Defendants the
27 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
28 pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against NORTH COAST COOPERATIVE, INC., NORTH COAST COOP, and DOES 1 through 100)

91. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 90, and each and every part thereof with the same force and effect as though fully set forth herein.

92. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

93. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

94. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

95. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

96. Plaintiff and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

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SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against NORTH COAST COOPERATIVE, INC., NORTH COAST COOP, and DOES 1 through 100)

97. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 96, and each and every part thereof with the same force and effect as though fully set forth herein.

98. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

99. Defendants have intentionally and willfully failed to provide Plaintiff and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the total number of hours worked by Plaintiff and the other class members.

100. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

1 101. More specifically, Plaintiff and the other class members have been injured by
2 Defendants' intentional and willful violation of California Labor Code section 226(a) because
3 they were denied both their legal right to receive, and their protected interest in receiving,
4 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

5 102. Plaintiff and the other class members are entitled to recover from Defendants the
6 greater of their actual damages caused by Defendants' failure to comply with California Labor
7 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
8 employee.

9 103. Plaintiff and the other class members are also entitled to injunctive relief to
10 ensure compliance with this section, pursuant to California Labor Code section 226(h).

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

13 (Against NORTH COAST COOPERATIVE, INC., NORTH COAST COOP, and DOES 1
14 through 100)

15 104. Plaintiff incorporates by reference the allegations contained in paragraphs 1
16 through 103, and each and every part thereof with the same force and effect as though fully set
17 forth herein.

18 105. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
19 central location in the state or at the plants or establishments at which employees are
20 employed, payroll records showing the hours worked daily by and the wages paid to, and the
21 number of piece-rate units earned by and any applicable piece rate paid to, employees
22 employed at the respective plants or establishments. These records shall be kept in accordance
23 with rules established for this purpose by the commission, but in any case shall be kept on file
24 for not less than two years.

25 106. Defendants have intentionally and willfully failed to keep accurate and complete
26 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other
27 class members.

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1 107. As a result of Defendants' violation of California Labor Code section 1174(d),
2 Plaintiff and the other class members have suffered injury and damage to their statutorily-
3 protected rights.

4 108. More specifically, Plaintiff and the other class members have been injured by
5 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
6 they were denied both their legal right and protected interest, in having available, accurate and
7 complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against NORTH COAST COOPERATIVE, INC., NORTH COAST COOP, and DOES 1 through 100)

2 109. Plaintiff incorporates by reference the allegations contained in paragraphs 1
3 through 108, and each and every part thereof with the same force and effect as though fully set
4 forth herein.

5 110. Pursuant to California Labor Code sections 2800 and 2802, an employer must
6 reimburse its employee for all necessary expenditures incurred by the employee in direct
7 consequence of the discharge of his or her job duties or in direct consequence of his or her
8 obedience to the directions of the employer.

19 111. Plaintiff and the other class members incurred necessary business-related
20 expenses and costs that were not fully reimbursed by Defendants.

112. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
other class members for all necessary business-related expenses and costs.

113. Plaintiff and the other class members are entitled to recover from Defendants
their business-related expenses and costs incurred during the course and scope of their
employment, plus interest accrued from the date on which the employee incurred the necessary
expenditures at the same rate as judgments in civil actions in the State of California.

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TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against NORTH COAST COOPERATIVE, INC., NORTH COAST COOP, and DOES 1 through 100)

114. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 113, and each and every part thereof with the same force and effect as though fully set forth herein.

115. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

116. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

117. A violation of California Business & Professions Code section 17200, et seq., may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 26.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the other class members violate California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

118. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

1 119. Plaintiff and the other class members have been personally injured by
2 Defendants' unlawful business acts and practices as alleged herein, including but not
3 necessarily limited to the loss of money and/or property.

4 120. Pursuant to California Business & Professions Code sections 17200, et seq..
5 Plaintiff and the other class members are entitled to restitution of the wages withheld and
6 retained by Defendants during a period that commences four years preceding the filing of this
7 Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section
8 1021.5 and other applicable laws; and an award of costs.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other members of the general public similarly situated, requests a trial by jury.

PRAYER FOR RELIEF

3 WHEREFORE, Plaintiff, individually, and on behalf of other members of the general
4 public similarly situated, prays for relief and judgment against Defendants, jointly and
5 severally, as follows:

Class Certification

- 17 1. That this action be certified as a class action;
18 2. That Plaintiff be appointed as the representative of the Class;
19 3. That counsel for Plaintiff be appointed as Class Counsel; and
20 4. That Defendants provide to Class Counsel immediately the names and most
21 current/last known contact information (address, e-mail and telephone numbers) of all class
22 members.

As to the First Cause of Action

- 24 5. That the Court declare, adjudge and decree that Defendants violated California
25 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
26 all overtime wages due to Plaintiff and the other class members;

27 6. For general unpaid wages at overtime wage rates and such general and special
28 damages as may be appropriate;

1 7. For pre-judgment interest on any unpaid overtime compensation commencing
2 from the date such amounts were due:

3 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
4 California Labor Code section 1194; and

5 | 9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

7 10. That the Court declare, adjudge and decree that Defendants violated California
8 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
9 provide all meal periods (including second meal periods) to Plaintiff and the other class
10 members;

11 11. That the Court make an award to Plaintiff and the other class members of one
12 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal
13 period was not provided:

14 12. For all actual, consequential, and incidental losses and damages, according to
15 proof:

13. For premium wages pursuant to California Labor Code section 226.7(c).

17 14. For pre-judgment interest on any unpaid wages from the date such amounts
18 were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California
Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all
rest periods to Plaintiff and the other class members:

25 18. That the Court make an award to Plaintiff and the other class members of one
26 (1) hour of pay at each employee's regular rate of compensation for each workday that a rest
27 period was not provided;

28 | //

- 1 19. For all actual, consequential, and incidental losses and damages, according to
 2 proof;
- 3 20. For premium wages pursuant to California Labor Code section 226.7(c);
- 4 21. For pre-judgment interest on any unpaid wages from the date such amounts
 5 were due; and
- 6 22. For such other and further relief as the Court may deem just and proper.

7 **As to the Fourth Cause of Action**

- 8 23. That the Court declare, adjudge and decree that Defendants violated California
 9 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
 10 Plaintiff and the other class members;
- 11 24. For general unpaid wages and such general and special damages as may be
 12 appropriate;
- 13 25. For statutory wage penalties pursuant to California Labor Code section 1197.1
 14 for Plaintiff and the other class members in the amount as may be established according to
 15 proof at trial;
- 16 26. For pre-judgment interest on any unpaid compensation from the date such
 17 amounts were due;
- 18 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
 19 California Labor Code section 1194(a);
- 20 28. For liquidated damages pursuant to California Labor Code section 1194.2; and
- 21 29. For such other and further relief as the Court may deem just and proper.

22 **As to the Fifth Cause of Action**

- 23 30. That the Court declare, adjudge and decree that Defendants violated California
 24 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
 25 time of termination of the employment of Plaintiff and the other class members no longer
 26 employed by Defendants;
- 27 31. For all actual, consequential, and incidental losses and damages, according to
 28 proof;

1 32. For statutory wage penalties pursuant to California Labor Code section 203 for
2 Plaintiff and the other class members who have left Defendants' employ;

3 33. For pre-judgment interest on any unpaid compensation from the date such
4 amounts were due; and

5 34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the other class members:

10 | 36. For all actual, consequential, and incidental losses and damages, according to
11 | proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

14 ||| 38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

6 39. That the Court declare, adjudge and decree that Defendants violated the record
7 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
8 as to Plaintiff and the other class members, and willfully failed to provide accurate itemized
9 wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof.

41. For statutory penalties pursuant to California Labor Code section 226(s);

22 42. For injunctive relief to ensure compliance with this section, pursuant to
23 California Labor Code section 226(h); and

24 43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

26 44. That the Court declare, adjudge and decree that Defendants violated California
27 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records

28 ||| 111

1 for Plaintiff and the other class members as required by California Labor Code section
2 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;
 46. For statutory penalties pursuant to California Labor Code section 1174.5; and
 47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

7 48. That the Court declare, adjudge and decree that Defendants violated California
8 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other
9 class members for all necessary business-related expenses as required by California Labor
10 Code sections 2800 and 2802;

49. For actual, consequential and incidental losses and damages, according to proof;
 50. For the imposition of civil penalties and/or statutory penalties;
 51. For reasonable attorneys' fees and costs of suit incurred herein; and
 52. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

16 53. That the Court decree, adjudge and decree that Defendants violated California
17 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the
18 other class members all overtime compensation due to them, failing to provide all meal and
19 rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to
20 Plaintiff and the other class members, failing to pay Plaintiff's and the other class members'
21 wages timely as required by California Labor Code section 201, 202 and 204 and by violating
22 California Labor Code sections 226(a), 1174(d), 2800 and 2802.

54. For restitution of unpaid wages to Plaintiff and all the other class members and
all pre-judgment interest from the day such amounts were due and payable;

25 55. For the appointment of a receiver to receive, manage and distribute any and all
26 funds disgorged from Defendants and determined to have been wrongfully acquired by
27 Defendants as a result of violation of California Business and Professions Code sections
28 17200; et seq.;

1 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
2 California Code of Civil Procedure section 1021.5;

3 57. For injunctive relief to ensure compliance with this section, pursuant to
4 California Business and Professions Code sections 17200, et seq.; and

58. For such other and further relief as the Court may deem just and proper.

Dated: February 25, 2020

LAWYERS for JUSTICE, PC

By:

Edwin Aiwanian
Attorneys for Plaintiff

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

FAX ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Edwin Alwazian (State Bar No. 232943) LAWYERS for JUSTICE, PC 410 West Arden Avenue, Suite 203 Glendale, CA 91203 TELEPHONE NO.: (818) 265-1020 FAX NO.: (818) 265-1021 ATTORNEY FOR (Name): Plaintiff Kenneth Gunther		FILING FOR COURT USE ONLY CM-010
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Humboldt STREET ADDRESS: 421 I Street MAILING ADDRESS: CITY AND ZIP CODE: Eureka, 95501 BRANCH NAME: Humboldt County Courthouse		FILED FEB 25 2020 NIC SUPERIOR COURT OF CALIFORNIA COUNTY OF HUMBOLDT CV2000307
CASE NAME: Gunther vs. North Coast Cooperative, Inc., et al.		CASE NUMBER: JUDGE: DEPT:
CIVIL CASE COVER SHEET		
<input checked="" type="checkbox"/> Unlimited <input type="checkbox"/> Limited (Amount demanded exceeds \$25,000) (Amount demanded is \$25,000 or less)		
Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joiner Filled with first appearance by defendant (Cal. Rules of Court, rule 3.402)		

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<input type="checkbox"/> Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (48) <input type="checkbox"/> Other PI/PD/WD (28) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practices (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (36) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (16)	Contract <input type="checkbox"/> Breach of contract/warranty (08) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (08) <input type="checkbox"/> Insurance coverage (10) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (38) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (06) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (38)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (63) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (20) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of Judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. Large number of separately represented parties
- b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c. Substantial amount of documentary evidence
- d. Large number of witnesses
- e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify):

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: February 25, 2020

(Type or Print Name)

(Signature of Party or Attorney for Party)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete Items 1 through 6 on the sheet. In Item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in Item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in Item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties In Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

Auto Tort

- Auto (22)—Personal Injury/Property
- Damage/Wrongful Death
- Uninsured Motorist (46) (*If the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death)

- Tort
- Asbestos (04)
 - Asbestos Property Damage
 - Asbestos Personal Injury
 - Wrongful Death
- Product Liability (*not asbestos or toxic/environmental*) (24)
- Medical Malpractice (45)
 - Medical Malpractice—Physicians & Surgeons
 - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
 - Premises Liability (e.g., slip and fall)
 - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
 - Intentional Infliction of Emotional Distress
 - Negligent Infliction of Emotional Distress
 - Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
 - Legal Malpractice
 - Other Professional Malpractice (*not medical or legal*)
- Other Non-PI/PD/WD Tort (35)
- Employment
 - Wrongful Termination (36)
 - Other Employment (15)

CASE TYPES AND EXAMPLES**Contract**

- Breach of Contract/Warranty (08)
- Breach of Rental/Lease
- Contract (*not unlawful detainer or wrongful eviction*)
- Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
- Negligent Breach of Contract/Warranty
- Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
- Collection Case—Seller Plaintiff
- Other Promissory Note/Collections Case
- Insurance Coverage (*not provisionally complex*) (18)
- Auto Subrogation
- Other Coverage
- Other Contract (37)
 - Contractual Fraud
 - Other Contract Dispute

Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
 - Writ of Possession of Real Property
 - Mortgage Foreclosure
 - Quiet Title
 - Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38) (*If the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
 - Writ—Administrative Mandamus
 - Writ—Mandamus on Limited Court Case Matter
 - Writ—Other Limited Court Case Review
- Other Judicial Review (38)
 - Review of Health Officer Order
 - Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

- Enforcement of Judgment (20)
- Abatement of Judgment (Out of County)
- Confession of Judgment (*non-domestic relations*)
- Sister State Judgment
- Administrative Agency Award (*not unpaid taxes*)
- Petition/Certification of Entry of Judgment on Unpaid Taxes
- Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint (*not specified above*) (42)
- Declaratory Relief Only
- Injunctive Relief Only (*non-harassment*)
- Mechanics Lien
- Other Commercial Complaint Case (*non-tort/non-complex*)
- Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition (*not specified above*) (43)
 - Civil Harassment
 - Workplace Violence
 - Elder/Dependent Adult Abuse
 - Election Contest
 - Petition for Name Change
 - Petition for Relief From Late Claim
 - Other Civil Petition